

After Recording return to:

DECLARATION OF COVENANT AND GRANT OF EASEMENT

IN CONSIDERATION of the approved King County _____
permit for application No. _____ relating to real property described as
follows: _____

_____.

The undersigned as Grantor(s), declares that the above described property is hereby
subject to an easement for a system of stormwater facilities and BMPs, and hereby dedicates,
covenants and agrees as follows:

1. King County shall have the right to ingress and egress over those portions not
contained in Exhibit "A" to access such easement area for inspection of and to reasonably
monitor the performance, operational flows, or defects in accordance with and [as presented in
King County Code Section 9.04.120].

2. If King County determines that maintenance or repair work is required to be done to
the system, the Director of the Water and Land Resources Division of the King County

Department of Natural Resources shall give notice of the specific maintenance and/or repair work required pursuant to K.C.C 9.04.120. The Director shall also set a reasonable time in which such work is to be completed by the Grantor(s), its heirs or assigns. If the above required maintenance or repair is not completed with the time set by the Director, the County may perform the required maintenance or repair. Written notice will be sent to the Grantor(s) stating the County's intention to perform such maintenance. Maintenance work will not commence until at least seven (7) days after such notice is mailed. If, within the sole discretion of the Water and Land Resources Division Director, there exists an imminent or present danger, said seven (7) day notice period will be waived and maintenance and/or repair work will begin immediately.

3. If at any time King County reasonably determines that any existing drainage facility or flow control BMP creates any of the conditions listed in K.C.C. 9.04.130 and herein incorporated by reference, the Water and Land Resources Division Director may take measures specified therein.

4. The Grantor(s) shall assume all responsibility for the cost of any maintenance and for repairs to the system. Such responsibility shall include reimbursement to the County within thirty (30) days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate as liquidated damages. If legal action ensues, the prevailing party is entitled to costs or fees

5. The Grantor(s) is (are) hereby required to obtain written approval from the Water and Land Resources Division Director of the King County Department of Natural Resources prior to filling, piping, cutting, or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage facilities contained within said drainage easement. Any notice or consent required to be given or otherwise provided for by the provisions of this

Agreement shall be effective upon personal delivery, or three (3) days after mailing by Certified Mail, return receipt requested.

6. This agreement constitutes the entire agreement between the parties, and supercedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

This covenant is intended to protect the value and desirability of the real property described above, and shall insure to the benefit of all the citizens of King County, and shall be binding on all heirs, successors and assigns.

OWNER

OWNER

STATE OF WASHINGTON)
COUNTY OF KING)ss.

On this day personally appeared before me:

_____, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.

Given under my hand and official seal this ____ day of _____, 20__.

Printed name
Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____